

REQUEST FOR PROPOSALS



***TO DESIGN, DEVELOP AND FACILITATE
OUTREACH WORKSHOPS FOR THE CITY OF SAN
ANTONIO'S EMPOWERMENT ZONE PROGRAM***

**CITY OF SAN ANTONIO
ECONOMIC DEVELOPMENT DEPARTMENT**

August 30, 2002

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**REQUEST FOR PROPOSALS
TO DESIGN, DEVELOP AND FACILITATE OUTREACH WORKSHOPS FOR THE
CITY OF SAN ANTONIO'S EMPOWERMENT ZONE PROGRAM**

I. INTRODUCTION AND PURPOSE

The City of San Antonio requests that all interested firms respond to this "Request for Proposals" (RFP) to design, develop and implement up approximately eight (8) outreach workshops in a one-year period for the City of San Antonio's Federal Empowerment Zone Program. This workshop is intended to educate businesses that are currently located in the Empowerment Zone (EZ) and those considering locating within the EZ about the benefits and business incentives available under the EZ program. The event must be coordinated with entities working on other projects that will impact the future development of the Empowerment Zone, including City staff.

A. Background:

1. The Empowerment Zone initiative is one of the many and one of the most successful initiatives of the United States Department of Housing and Urban Development (HUD). The Omnibus Budget Reconciliation Act of 1993 (OBRA 93) authorized a project under which nine empowerment zones, six in urban areas and three in rural areas, were designated through a competitive application process. State and local governments nominated distressed geographic areas, which were selected on the strength of their strategic plans for economic and social revitalization. The urban areas were designated by the Secretary of the Department of Housing and Urban Development. The rural areas were designated by the Secretary of the Department of Agriculture. The taxpayer Relief Act of 1997 added two urban Round I zones and authorized 20 Round II zones (15 urban and 5 rural).
2. In December 2000, Congress passed the Community Renewal Tax Relief Act to improve and enhance the Empowerment Zone initiative, authorizing a third round of Empowerment Zones, with the goal of promoting economic development in distressed communities. There are currently 30 urban zones and 10 rural zones. Designation of Round I, Round II, or Round III status, generally will apply until December 31, 2009.
3. On January 16, 2002, San Antonio was nominated as one of seven cities throughout the country named as a Round III Urban Empowerment Zone by the U.S. Department of Housing and Urban Development. San Antonio's designation gives the City numerous wage credits, tax incentives, and bond financing to help stimulate job growth, promote economic development and create affordable housing opportunities in targeted areas of the city. In addition, empowerment zone designation provides the City priority in funding health, education, and human services, which will give a tremendous boost to commercial and neighborhood revitalization efforts.

B. City of San Antonio's Empowerment Zone Program:

1. Purpose

- a. Promote economic development in distressed communities
- b. Provide job opportunities for people who live within the Empowerment Zone
- c. Develop affordable housing

2. Incentives

a. Wage Credits

- EZ Employment Wage Credit
- Work Opportunity Tax Credit
- Welfare To Work Wage Credit

b. Deductions

- Increased Section 179 Deduction
- Environmental Cleanup Cost Deduction

c. Bond Financing

- Enterprise Zone Facility Bonds
- Qualified Zone Academy Bonds

d. Capital Gains

- Nonrecognition of Gain on Sale of Empowerment Zone Assets
- Partial Exclusion of Gain on Sale of Empowerment Zone Stock

e. Other Incentives

- New Markets Tax Credit
- Low-Income Housing Tax Credit

II. SCOPE OF WORK

The Outreach Workshop Services for the City of San Antonio's Federal Empowerment Zone will consist of three major project components:

- (1) Pre-Workshop Planning
- (2) Implementation
- (3) Post-Workshop Support

Selected firm(s) will be expected to coordinate and work with numerous people, including: City staff, Housing and Urban Development representatives, City Council, community representatives, and other local, state, and federal agencies. The City is seeking a firm or firms with extensive planning, consulting and workshop management experience to complete the following major project components:

Component 1 Pre-Outreach Workshop Planning:

- Develop an event outline in coordination with City Staff and any government officials on the scope of the workshop. This will be accomplished through an official meeting with respective city officials to discuss and obtain needed information for the execution of this event. Key elements for the event activities are discussed and agreed upon by all team members.
- The event outline will lay out, in logical order, the necessary functions and activities. This will include performance timelines and tasks. It will also allow for the tracking of the necessary functions and activities and serve as the "Master Plan" to an effective and successful event.
- Create marketing material for the Empowerment Zone Program to promote the workshops and for City department to use to inform any interested parties on the Empowerment Zone and the workshops.
- Create and recommend a letter of introduction and workshop/event support to be sent to all representative community based organizations, appropriate public and private representatives (governmental, legislative, etc.), and other VIPs deemed appropriate **in advance** by the designated City official.
- Prepare a checklist to ensure that all client workshop considerations – logistical, operational, and administrative – such as hotel or facility accommodations, technological needs, audio/visual capabilities, and special needs are accommodated.
- A follow-up meeting will occur upon assignment of individual tasks to assist in detailing specific tasks, such as scheduling, reporting, corporate management oversight, and lines of communication.

- The consultant will assist in identifying organizations, groups and businesses for event invitations. Invitations will include goals of the workshop, specific logistics details, agenda topics, site, city information and any other informational material which can assist potential participants in considering and planning their attendance. The invitations to speakers will specifically outline their role and expected outcome by their involvement. Also provide speaker kits to include speaker biography, notice of topic, date, time, location, etc. Within this phase, proposed workshop speakers will be contacted to ensure their involvement.
- Prepare materials for the agenda and background information geared toward the audience level of understanding.
- Handle all questions pertaining to workshop speakers and attendees.
- Consultants will provide a bi-monthly report documenting activities, reporting on the status of tasks, and identify issues before they become problems.

Component 2 — Implementation: Once administrative and operational aspects are determined, implementation of workshop can proceed.

- Facilitation of all aspects of the outreach workshop engagement including, but not limited to, as follows:
 - ✓ Registration Process
 - ✓ Registration Kits (to include all pertinent materials, including welcome letter, name tags, ribbons identifying presenters and program agendas);
 - ✓ "Staging Guidelines" (which will detail systematic times and elements for monitoring all aspects of services, audio/visual, signage, temperature controls, etc.).
- Conduct a workshop "walk-through" with appropriate city representatives the day before the event to ensure and confirm logistical arrangements.
- Confirm all program participants and speakers.
- On-site monitoring of all aspects of the outreach workshop engagement ensuring a smooth flow of events.
- Recommend and collect a workshop survey allowing the city to receive "feed back" on its outreach initiative.

Component 3 — Post-Outreach Workshop Follow-Up:

Prepare, in coordination with City staff, a comprehensive review, analysis and compilation of workshop materials and summaries of information discussed during the workshop.

- Summary of workshop proceedings. The summary shall entail key events and include the content of each presentation and each panel discussion held during the workshop. It will contain background information, graphics and any related articles with pertinent information.
- The summary shall also describe development patterns and implementation strategies to further connect and revitalize neighborhoods within the Empowerment Zone and three developable sites.
- Follow-up must provide information, which encourages connectivity and leverage the Empowerment Zone's strengths, features and opportunities, including the three developable sites. The workshop must also address potential relationships between the City of San Antonio's Empowerment Zone and other Round III nominated cities.
- Final compilation will be submitted to City Representative within ten (10) days after the workshop.

III. PROPOSAL REQUIREMENTS

- A. Respondents must provide a proposed methodology to complete and perform each of the major project components described in the above Scope of Work. As part of the methodology, respondents must submit a list of tasks and subtasks proposed for the above major project components. Respondents must submit proposed deliverables from the consultant to the City associated with each proposed task and subtask. Additionally, respondents must provide a timeline for proposed completion of each task and subtask.
- B. Respondents must provide separate detailed cost estimates for each major project component of the scope of work and each proposed task
- C. If a joint venture is proposed, the City requests that a single point of contact be designated for the group. The primary consulting firm will be responsible for developing the work plan (including methodology), review phases, and deadlines. The primary consulting firm will coordinate all steps in the process.
- D. The City has established contracting goals for this project in order to promote the utilization and development of small, minority, and women-owned businesses. (More information on this subject is provided in *Section VI.*) Given the nature of this solicitation process, the selected firm and any subcontracting firms must be willing to meet the goals established by the City for these categories. In addition, each consulting firm will be required, as part of the submittal packet, to express its commitment and willingness to abide by this requirement.
- E. The City reserves the right to separate joint ventures or to arrange joint ventures to provide the addition of one or more minority firms on a basis that allows the City to best achieve the goals for professional services.

IV. SELECTION CRITERIA AND PROCESS

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation Criteria:

A. Responsiveness to the Request for Proposal (40%)

1. Requested information included and thoroughness of response.
2. Understanding and acceptance of the scope of services.
3. Acceptance of the RFP and ¹Contract terms.
4. Clarity and conciseness of the response.

B. Economic evaluation of the Proposed Fee Schedule (20%)

C. Respondent's background and capability to provide the services requested (20%).

1. Background of Respondent.
2. Respondent's support personnel, including professional qualifications and length of time working in Respondent's capacity.
3. Relevant experience of Respondent.
4. Specific experience with public entity clients, especially large municipalities.
5. Resources available to support this project, including total number of employees, number and location of offices, number and types of equipment available.
6. References.

D. Small Business Economic Development Advocacy (SBEDA) Requirements
(20%)

1. Local Business Enterprise
2. Disadvantaged Business Enterprise
3. Compliance with SBEDA Policy.

V. PROJECT TIMETABLE

It is anticipated that City Council will approve the selection of the consultant on or about September 27, 2002. The consultant must begin work immediately following award of the contract. The initial one-day workshop is to be held in late October.

VI. SUBMITTAL INSTRUCTIONS

- A. Request for Proposal Data Forms submitted by facsimile will **not** be accepted.
- B. Failure to submit completed forms as required by RFP may result in the Respondent's proposal statement being deemed non-responsive.
- C. A response to this request will require a cost proposal from the respondents. However, this request is not to be construed as a contract or a commitment of any kind. Nor does it commit the City of San Antonio to pay for any costs incurred in the preparation of a formal presentation to the City Selection Committee, or for any costs incurred prior to the execution of a formal contract.
- D. The City of San Antonio reserves the sole right to evaluate the *proposals* submitted, to waive any irregularities therein, to select candidates for interview or to reject any or all firms which submitted qualification statements and/or proposals should it be deemed in the City's best interest. The City of San Antonio also reserves the right to reissue the request for proposal statements.
- E. All communications or questions concerning this project should be directed to:

Ms. Marisol Amador
City of San Antonio
Economic Development Department
P.O. Box 839966
San Antonio, TX 78283-3966
Fax: 210-207-8151
E-Mail: marisola@sanantonio.gov

F. Interested firms shall submit one (1) original and ten (10) copies of the RFP response to the address below, no later than **2:00 p.m. CST, Friday, September 13, 2002:**

City of San Antonio
City Clerk's Office
City Hall, 100 Military Plaza, 4th Floor
San Antonio, TX 78205

Please mark your Proposal as follows:

**CITY REQUEST FOR PROPOSALS
OUTREACH WORKSHOP PLANNING SERVICES FOR SAN ANTONIO
FEDERAL EMPOWERMENT ZONE PROGRAM**

Proposals forwarded to offices other than the Office of the City Clerk will be deemed non-responsive.

VII. FORMAT OF SUBMITTALS

The response of this request for proposal must not exceed **fifteen (15)** 8 ½ x 11 typewritten pages in 12-pitch front, **excluding** any transmittal correspondence and resumes. Additionally, the response must address each of the following requirements in specific order:

- A. Completed Cover Sheet Form or typed facsimile. (Refer to *Exhibit A*)
- B. Consultant must respond to the scope of work as outlined in Section II.
- C. Identify your firm's work experience on projects of similar scope and complexity. Provide specific examples of similar project experiences particularly those related to federal programs. Include project location, client name, address, and telephone number. These references will be contacted.
- D. Describe the capabilities of your firm and the resources dedicated to meet project schedules. Identify resources and **personnel located full-time in San Antonio** who will work on this project.
- E. Describe any joint venture or teaming arrangements proposed for the project.
- F. The firm's previous experience and compliance with similar policies regarding local, small, minority and women business enterprise participation.
- G. Summarize qualifications of the project manager and key personnel who will work on the project. Qualification of personnel to include, but not be limited to, experience on similar type and size projects, education, tenure with firm, and specialized experience.

- H. Summarize your firm's resources and capabilities; including location, size, and staffing. Provide resumes of all employees who will be involved in the completion of this project and the percentage of time each will be dedicated to its completion.
- I. State the specific location(s) where work and services will be provided, what portions of the work and services will be provided at each location. It is required that the consultant have a San Antonio office during the tenure of the contract period.
- J. Outline the compensation structure that would be the most appropriate between the City and your firm. The structure submitted must include a general cost estimate and your firm's hourly labor rates plus the cost estimates by component.
- K. Provide additional information you would like the City to be aware of that will have a direct bearing on your firm's experience to perform on this project.
- L. Provide general information about how the firm could involve local, small, minority, and women business enterprises within the scope of work.
- M. A completed City of San Antonio Discretionary Contracts Disclosure Form. (Refer to *Exhibit B*)
- N. Provide information of compliance with Insurance/Indemnity Requirements. (Refer to *Exhibit C*)
- O. Provide a list of additional information/data, if any, your firm will need to perform this project.
- P. Indicate the firm's commitment to comply with the SBEDA policy.

VIII. SPECIAL CONDITIONS

The successful firm will be required to comply with, in addition to other provisions in this RFP, the following special conditions:

A. **City Ethics Ordinance:** The City of San Antonio implemented a new Ethics Code effective January 1, 1999. Among other things, it requires that before certain contracts can be considered by the City Council, certain information must be obtained about the proposed contractor. The form included as *Exhibit B* is for the purpose of obtaining that information.

B. **Small Business Economic Development Advocacy (SBEDA) Policy Requirements**

1. It is the policy of the City of San Antonio to involve qualified small business and local business enterprises to the greatest extent feasible in the City's professional service and other discretionary contracts. Pursuant to Ordinance #69403, the City of San Antonio, its employees, contractors and subcontractors shall not discriminate on the basis of race, color, religion, national origin, sex, age, or handicap in the award and performance of contracts. Violation of this ordinance is a criminal offense and subject to penalty.

2. On this contract, the City has established the following contracting goals for services that have subcontracting opportunities:

Minority-Owned Business Enterprise (MBE):	32.5%
Women-Owned Business Enterprise (WBE):	13.0%
African-American-Owned Business Enterprise (AABE):	2.3%
Small Business Enterprise (SBE):	45.0%

3. Please note that a business could be classified in each category and therefore their utilization could be counted in each category of goals. For example, Company X submits as a prime contractor for \$175,000 of services of which \$57,000 is subcontracted to Company Z. Company X retains \$118,000 of the contract. Company X is classified as local SBE, and Company Z is certified as a AABE, WBE, MBE and SBE. Goal compliance will be evaluated as follows:

Contract Amount: \$175,000	
MBE	\$57,000 or 32.5%
WBE	\$57,000 or 32.5%
AABE	\$57,000 or 32.5%
SBE	\$175,000 or 100%

4. Company Z's \$57,000 subcontract counts towards MBE/WBE/AABE and SBE goals. Company X's \$118,000 balance counts towards the SBE goal. MBEs and WBEs submitting proposals as a prime contractor may count their status as such towards the appropriate goal. However, compliance with other

goals (i.e., AABE, SBE etc.) is required.

5. Submittals **that have subcontracting opportunities** and do not include SBEDA participation in an amount, which equals or exceeds the SBEDA utilization goals for the dollar amount subcontracted, **shall be declared non-responsive**. If a contractor is unable to comply with the goal requirements or if a contractor believes that subcontract opportunities do not exist as part of its submittal, such contractor shall submit, as part of the submittal, a request for exception at the time of submittal. The exception shall include specified documentation which demonstrates a good faith effort to comply with the goals requirements as described above or a statement to the effort that there will be no subcontract work as the firm is able to fully perform the scope of services as defined in this request for proposals.

6. A firm may count toward the above goals a portion of the total dollar value of a contract with a joint venture equal to the percentage of MBE, WBE, AABE, or SBE participation in the joint venture. The MBE, WBE, or AABE must be responsible for a clearly defined portion of the work to be performed, equal to a share in the ownership, control, management, responsibility, risks, and profits of the joint-venture.

7. Submittals shall include **SBEDA Form 101 List of Subcontractors (ATTACHED)** which identifies the particular SMWBEs to be utilized in performing the contract, specifying for each the dollar value of the participation, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the submittal. Only companies certified as MBE, WBE or DBE by the City through the South Central Regional Certification Agency (SCTRCA) can be applied towards the contracting goals. If not certified, please contact the SCTRCA at 227-4722. Proof of certification must be submitted utilizing, in part or in whole, a MBE or WBE firm.

8. LOCAL AND DISADVANTAGED BUSINESS ENTERPRISE PERFORMANCE

Contractors will be evaluated based on the level of Local and Disadvantaged Business Enterprise (DBE) Performance. Credit will be given to submittals as follows:

A) Classification of the team or primary submitter as a local business.

For Locally Headquartered Businesses:

Ten percentage (10%) points if the business is headquartered in the corporate limits of the City of San Antonio or the San Antonio ETJ for more than one year.

Four percentage (4%) points if the business is headquartered in Bexar County for more than one year.

For Local Branch Offices:

Six percentage (6%) points for a branch office of a non-headquartered business located within the corporate limits of the City of San Antonio or the San Antonio ETJ for more than one year.

Two percentage (2%) points if the branch office is located in Bexar County for more than one year.

In the cases of joint ventures or subcontractor relationships between local and out-of-town firms, the submittal will be given credit based on the percentage of local participation.

B) Designation of the team or primary submitter as a DBE.

Five percentage (5%) points for disadvantaged business enterprises. A business meeting the definition of a DBE shall receive 5 percentage points. In order to receive this designation, a company must be certified as a DBE by the City through the SCTRCA.

In the cases of joint ventures or subcontractor relationships between DBE and non-DBE firms, the submittal will be given credit based on the percentage of DBE participation.

C) Small Business Economic Development Advocacy policy compliance. Five percentage (5%) points for compliance with the Small Business Economic Development Advocacy policy.

Interested contractors are encouraged to contact the Economic Development Department for pertinent information regarding the City's SBEDA Policy. Call the SBEDA Office at (210) 207-3915, FAX: (210) 207-3909 for information.

IX. Exhibits Table of Contents

- Exhibit A Request for Proposal Cover Sheet
- Exhibit B City of San Antonio Discretionary Contracts Disclosure Form
- Exhibit C Insurance/Indemnity Requirements
- Exhibit D SBEDA Form 101
- Exhibit E Discretionary Contracts Disclosure
- Exhibit F Litigation Disclosure
- Exhibit G City of San Antonio Empowerment Zone Map

**EXHIBIT A
CITY OF SAN ANTONIO**

**REQUEST FOR PROPOSAL
OUTREACH WORKSHOP PLANNING SERVICES FOR SAN ANTONIO
FEDERAL EMPOWERMENT ZONE PROGRAM**

September 2002

Legal Name of Firm(s)

Designated Contact Individual and Title

Address of Firm (Including City, State, Zip)

Telephone Number

Fax Number

E-mail Address

Name of Partnering Firms

**Number of Pages Submitting
(Including Exhibits & Charts)**

EXHIBIT B
City of San Antonio
Discretionary Contracts Disclosure Form

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

- (1) the identity of any individual who would be a party to the discretionary contract;

- (2) the identity of any business entity that would be a party to the discretionary contract:

_____ a
nd the name of:

- (A) any individual or business entity that would be a subcontractor on the discretionary contract;

- (B) any individual or business entity that is known to be a partner, or a parent or subsidiary business entity, of any individual or business entity who would be a party to the discretionary contract;

- (3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any member of City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official would violate Section 1 of Part B by participating in official action relating to the discretionary contract.

Signature:	Title: Company:	Date:

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

<p style="text-align: center;">EXHIBIT C Insurance/Indemnification Requirements</p>

INSURANCE SECTION

Any and all employees, representatives, agents or volunteers of **CONSULTANT** while engaged in the performance of any work required by the **CITY** or any work related to a Lease of space, License **CONTRACT**, or Concession **CONTRACT** with the **CITY** shall be considered employees, representatives, agents or volunteers of **CONSULTANT** only and not of the **CITY**. Any and all claims that may result from any obligation for which **CONSULTANT** may be held liable under any Workers' Compensation, Unemployment Compensation or Disability Benefits law or under any similar law on behalf of said employees, representatives, agents or volunteers shall be the sole obligation and responsibility of **CONSULTANT**.

Prior to the commencement of any work under this **CONTRACT**, **CONSULTANT** shall furnish an original completed Certificate(s) of Insurance to the (appropriate Department Director) and City Clerk's Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information reference or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the **CITY**. The **CITY** shall have no duty to pay or perform under this **CONTRACT** until such certificate shall have been delivered to the **CITY'S** (appropriate Department Director) and the City Clerk's Office, and no officer or employee shall have authority to waive this requirement.

The **CITY** reserves the right to review the insurance requirements of this section during the effective period of the Lease **CONTRACT** and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the **CITY'S** Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding the Lease **CONTRACT**, but in no instance will the **CITY** allow modification whereupon the **CITY** may incur increased risk.

A **CONSULTANT'S** financial integrity is of interest to **CITY**, therefore, subject to right to maintain reasonable deductibles in such amounts as are approved by **CITY**, **CONSULTANT** shall obtain and maintain in full force and effect for the duration of the Lease **CONTRACT**, and any extension hereof, at **CONSULTANT'S** sole expense, insurance coverage written, on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A-or better by A.M. Best Company and/or otherwise acceptable to the **CITY**, as approved by the Risk Manager, in the following types and amounts:

1. Professional Liability (Claims Made Form)	\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.
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The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided in Section ____ herein within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

CONSULTANT agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by City, CONSULTANT shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if CONSULTANT knows of said change in advance, or ten (10) days notice after the change, if the CONSULTANT did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

**City of San Antonio
Economic Development Dept.
P.O. Box 839966
San Antonio, Texas 78283-3966**

**City of San Antonio
City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966**

If CONSULTANT fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the CONTRACT; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of CONSULTANT to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon CONSULTANT's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order CONSULTANT to stop work hereunder, and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof. (Note: This is not applicable to Tenants.)

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractors' performance of the work covered under this CONTRACT.

It is agreed that CONSULTANT's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this contract.

INDEMNIFICATION SECTION

CONSULTANT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the CITY, directly or indirectly arising out of, resulting from or related to CONSULTANT's activities under this CONTRACT, including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subconsultants of CONSULTANT, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this CONTRACT, all without, however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, Contractual or otherwise, to any other person or entity. CONSULTANT shall promptly advise the CITY in writing of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONSULTANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this Contract, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONSULTANT to

INDEMNIFY, PROTECT and HOLD HARMLESS the CITY from the consequences of the CITY's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. CONSULTANT further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

EXHIBIT D
SBEDA Form 101

LIST OF SUBCONTRACTORS

The Proposer, _____, as part of the procedure for the submission of proposals on a project known as _____, submits the following list of subcontractors or proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

NAME OF COMPANY & TRADE	CITY M/WBE CERTIFICATION NUMBER	DOLLAR AMOUNT

The following section is to be completed if the contract (Project) is for less than \$200,000. Please list subcontracting solicitations to all minority/women contractors for participation on project. If none, explain (exclude successful firms listed above). Use additional sheets if necessary. **The contractor is expected to solicit participation on subcontracts from available M/WBEs under this contract.**

NAME OF COMPANY PERFORMING WORK	CITY M/WBE CERTIFICATION NUMBER	REASON FOR REJECTION

All minority/women business enterprise subcontractors must submit a SBEDA Form 100 or a copy of certification certificate through the Prime Contractor. It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of the _____ and the Director of Economic Development (through the submittal of SBEDA Form 102, Request for Approval of Change to Original Certified List of Subcontractors).

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL: _____

SIGNATURE: _____ DATE: _____

EXHIBIT E
DISCRETIONARY CONTRACTS DISCLOSURE

City of San Antonio

Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of Council action, and no later than five (5) business days after any change about which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract;

(1) the identity of any **business entity**³ that would be a party to the discretionary contract: _____ and the name of: _____

(A) any individual or business entity that would be a *subcontractor* on the discretionary contract;

(A) any individual or business entity that is known to be a *partner*, or a *parent* or *subsidiary* business entity, of any individual or business entity who would be a party to the discretionary contract;

(1) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

³ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current or former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question⁴ as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:	Title: Company:	Date:

²For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

EXHIBIT F
LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS TRUE AND CORRECT.

Company Name: _____

Signature of Principal:

Printed Name of Principal:

Title of Principal

EXHIBIT G EMPOWERMENT ZONE MAP

